

**CALIFORNIA PARTICIPATING ADDENDUM
NEW YORK STATE/NATIONAL ASSOCIATION OF STATE PROCUREMENT
OFFICIALS (NASPO) COOPERATIVE CONTRACT
HAZARDOUS INCIDENT RESPONSE EQUIPMENT
MBF INDUSTRIES, INC.
MASTER PRICE AGREEMENT
CONTRACT # PC 62787**

1. Scope:

This Participating Addendum covers the purchase of **Hazardous Incident Response Equipment (HIRE)** for all State Agencies and will include all California political subdivisions/local governments. A subdivision/local government is defined as any city, county, city and county, district, or other local governmental body or corporation, including the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges empowered to expend public funds. Each political subdivision/local government should make its own determination whether the WSCA program is consistent with its procurement policies and regulations.

2. Changes:

Changes to the terms and conditions of the signed **Master Agreement Contract** are as follows:

- a. The California General Provisions (CAGP) **Revision 4/12/2007 (GSPD-401Non IT Commodities based on April 12, 2007 standard)** for New York State/National Association of State Procurement Officials (NASPO) **Hazardous Incident Response Equipment (HIRE)** as attached become a part of this Participating Addendum.
- b. The California General Provisions (CAGP) shall prevail if there is a conflict between the terms and conditions of the contractor's WSCA **New York State, Master Price Agreement**, packaging, invoices, catalogs, brochures and technical data sheets.
- c. **New York State, Master Price Agreement** number **PC 62787** changed for California to Contract Number **PC 62787**.
- d. **New York State, Master Price Agreement** cover page, is hereby modified as follows: "Original Award Date" changed to "Effective Date 9/18/2008".

e. DGS Termination of Contract:

The State may terminate this contract at any time upon 30 day prior written notice. Upon termination or other expiration of this contract, each party will assist the other party in orderly termination of the contract and the transfer of all assets, tangible and intangible, as may facilitate the orderly, nondisrupted business continuation of each party. This provision shall not relieve the contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination becoming effective.

- f. At the State's sole option, the Department of General Services (DGS) reserves the right to invoke negotiations pursuant to Public Contract Code Section 6611, in accordance with existing guidelines and procedures adopted by the Department of General Services.

g. Reports & Administrative Fee:

Contractor shall submit report to the California Contract Administrator for all California purchases providing the following information:

Agency Name	Agency Contact Name
Purchase Order Number	Agency Address
Purchase Order Date	Agency Telephone Number
Total Purchase Order Amount	Total Dollars for the quarter
WSCA Administrative Fee Dollar Amount	

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The Contractor shall submit a check, in addition to the report, payable to the State of California, Contract Administrator for the calculated administrative fee for an amount equal to one percent (0.01) of the sales for the quarterly period. This fee shall be included as an adjustment to contractors WSCA pricing and not invoiced or charged to the purchasing entity.

Payment of the administrative fee by Contractor due irrespective of status of payments on orders from users to Contractor.

A report is due even when there is no activity. Any report that does not follow the required format or that excludes information will be deemed incomplete. Failure to submit reports and fees on a timely basis shall constitute grounds for suspension of this agreement. Reports and fee delivery will be in accordance with the following schedule.

Calendar Quarter 1	(JUL 1 to SEP 30)	Due OCT 31
Calendar Quarter 2	(OCT 1 to DEC 31)	Due JAN 31
Calendar Quarter 3	(JAN 1 to MAR 31)	Due APR 30
Calendar Quarter 4	(APR 1 to JUN 30)	Due JUL 31

The administrative fee check and report should be submitted to the following address:

Cynthia Okoroike
Department of General Services
Procurement Division
Multiple Award Program - WSCA
707 Third Street, 2nd Floor, MS # 202, West Sacramento, CA 95605-2811

- h. The primary state government contact for this Participating Addendum is as follows:

Department of General Services, Procurement Division
Multiple Award Program - WSCA
707 Third Street, 2nd Floor, MS # 202
West Sacramento, CA 95605

Contact: Cynthia Okoroike
E-mail: cynthia.okoroike@dgs.ca.gov
Phone: (916) 375-4389
Fax: (916) 375-4663

- i. The primary **MBF INDUSTRIES, INC.** CUSTOMER contact for this Participating Addendum is as follows:

	<u>MBF INDUSTRIES, INC.</u>
Address:	<u>210 Tech Dr.</u> <u>Sanford, FL 32771</u>
Contact:	<u>John W. Baker</u>
E-Mail:	<u>John-baker@cfl.rr.com</u>

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Phone: 407/323-9414

Fax: 407/330-2068

j. Price Agreement Number:

The **New York State, Master Price Agreement** number for the Participating State is **PC 62787**. The **New York State, Master Price Agreement** Number MUST be shown on all Purchase Orders issued against this **New York State, Master Price Agreement**.

This Addendum and the Price Agreement together with its exhibits and/or amendments, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits and/or amendments, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits and/or amendments, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits and/or amendments shall prevail and govern in the case of any such inconsistent or additional terms.

k. Effective Dates:

This Participating Addendum shall be effective upon approval by the Department of General Services and will continue until the End Date of the **New York State, Master Price Agreement**. Lead State amendments to extend the term date are automatically incorporated into this Participating Addendum unless terminated early in accordance with the terms and conditions of the **New York State, Master Price Agreement** or this Participating Addendum.

l. Servicing Subcontractors:

The Contractor, at this time, will not be using subcontractors to provide any products or services.

IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

State of California:

MBF INDUSTRIES, INC.

By: _____

By: _____

Name: Jim Butler

Name: John W. Baker

Title: Deputy Director

Title: President

Date: 9/18/2008

Date: _____